

**SIXTH AMENDMENT  
TO OPERATING AGREEMENT OF  
OPTIPLUS HEALTHCARE, LLC**

This Sixth Amendment to Operating Agreement of OptiPlus Healthcare, LLC is made effective December 31, 2016, and is as follows:

Whereas, OptiPlus Healthcare, LLC, a Texas limited liability company (the "Company") is governed by that certain Operating Agreement of OptiPlus Healthcare, LLC dated October 2, 2013, which was previously amended by that certain First Amendment to Operating Agreement of OptiPlus Healthcare, LLC dated January 1, 2014, and that certain Second Amendment to Operating Agreement of OptiPlus Healthcare, LLC dated September 30, 2014, and that certain Third Amendment to Operating Agreement of OptiPlus Healthcare, LLC dated December 1, 2014, and that certain Fourth Amendment to Operating Agreement of OptiPlus Healthcare, LLC dated December 1, 2014, and that certain Fifth Amendment to Operating Agreement dated September 7, 2016 (as amended, the "Operating Agreement"); and

Whereas, Pamela J. Bailey ("Bailey"), a Member of the Company, has assigned a one percent (1.00%) Membership Interest in the Company to Leonard L. Carr ("Carr"); and

Whereas, Scott A. Breimeister ("Breimeister"), a Member of the Company, has assigned a nineteen percent (19.0%) Membership Interest in the Company to Carr; and

Whereas, Breimeister has assigned a forty percent (40.0%) Membership Interest in the Company to Brian Swiencinski; and

Whereas, all the Members in the Company have approved the assignments of Membership Interests as set forth above, as required under the Operating Agreement.

Now, Therefore, the Members agree as follows:

1. Section 4.1 of the Operating Agreement is amended to read as follows:

4.1 Members. The names and addresses of the Members and their Interests in the Company are as follows:

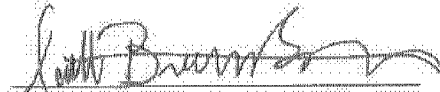
<u>Member</u>	<u>Interest</u>
Scott A. Breimeister 4916 Main Street, Suite 100 Houston, TX 77002	40.00%
Leonard L. Carr 4916 Main Street, Suite 100 Houston, TX 77002	20.00%
Brian Swiencinski 4916 Main Street, Suite 100 Houston, TX 77002	40.00%


2. All conditions to the sale and purchase of the Membership Interest described above, as set forth in the Operating Agreement have been satisfied, and to the extent they have not been

satisfied, are hereby waived by the undersigned. As of the date hereof, Bailey is released from its obligations under the Operating Agreement.

Executed as of the date set forth above.

Members:

  
Scott A. Breimeister

  
Leonard L. Carr

  
Brian Swieczinski